

## STUDENT CONTRACT

### 1 Introduction

- 1.1 This Contract defines the relationship between you and the University of Portsmouth (referred to in this contract as “the University”) and sets out the terms and conditions between us (referred to in this contract as “the Contract”).
- 1.2 This Contract will apply following your registration to study at the University. We advise you to read this Contract and the documents referred to in it carefully before accepting an offer to study at the University.
- 1.3 In addition to this contract, the following documents also form part of your Contract and you agree to adhere to them:
- a) Your offer letter;
  - b) The Tuition Fees Policy and Terms and Conditions.

Links to other relevant documents are found throughout this Contract.

- 1.4 During your time studying at the University you may live in University accommodation and/or take out a student loan. You should note that these arrangements will be subject to separate terms and conditions.

### 2 Consideration of Applications

- 2.1 The University considers all applications for admission on their merits and in accordance with its [Admissions Policy](#). Although feedback is usually available, the University is not obliged to provide reasons for its admissions decisions.
- 2.2 The University reserves the right to vary entry requirements for admission from time to time.
- 2.3 Offers of a place may be conditional on the applicant fulfilling either academic or other conditions, which will be set out in your offer letter.
- 2.4 You have a right to bring a complaint or appeal in respect of an admissions decision and the procedure to follow is set out in full in the Admissions Policy.
- 2.5 Students should also refer to the University’s policy for the [Admission of Students Under 18](#) and [Policy for the Admission of Applicants and Students with a Criminal Record](#) as applicable.

### **3 Cancellations**

- 3.1 If you want to withdraw from this Contract and cancel your acceptance of an offer for admission to the University, you should notify us within 14 days of the date that you accepted the offer:
- 3.2 You should let us know in writing of your decision to cancel the acceptance of your offer. You can do this by emailing [admissions@port.ac.uk](mailto:admissions@port.ac.uk).

### **4 The University's Right to Withdraw Offers**

- 4.1 The University reserves the right to withdraw an offer of a place in the following circumstances:
- a) You do not meet the academic conditions of your offer for admission or other non-academic conditions required for entry to your specific programmes. (For some courses, applicants must undertake Disclosure Barring Service (DBS) checks and/or occupational health checks – all additional non-academic requirements are clearly stated on the individual course pages).
  - b) You do not provide satisfactory evidence of qualifications claimed.
  - c) You provide incorrect or fraudulent information which results in an offer of a place being made.
  - d) You are refused Academic Technology Approval Scheme (ATAS) clearance, where this is applicable for the course you have applied for.
  - e) You are not eligible to obtain a visa to study in the UK.
  - f) You fail to register by the latest registration date.
  - g) Where all available places on a programme have been filled. (If a deposit has been received, this amount will be refunded in full).

### **5 Our Policies, Rules and Regulations**

- 5.1 The University has a number of policies and regulations which apply to you as a student of the University, these include the [Student Conduct Policy](#) and the [Student Charter](#). For the purposes of this Contract we will call all policies and procedures that are applicable to you “the Student Regulations”.
- 5.2 You agree that you will adhere to the Student Regulations.
- 5.3 The Student Regulations contain important information about the expectations that the University has of you as a student. These include the standard of behaviour expected (including how the University deals with misconduct), engagement with your studies

and attendance at the University and what happens if you are unable to attend University and your studies may be affected. They also set out how your academic progress will be assessed and provide information about how you can raise complaints and concerns to the University.

- 5.4 The University reserves the right to make reasonable changes to the Student Regulations. The reasons for such changes include, but are not limited to, ensuring that the Student Regulations are fit for purpose, to incorporate regulatory requirements, sector guidance or good practice and to respond to student feedback.

## **6 Your Course**

- 6.1 The University will aim to deliver your course so that it matches the way in which it has been described to you by the University in print, online, and/or in person as closely as possible.
- 6.2 We may change aspects of your course to take account of a range of circumstances and to ensure the quality of your student experience. Examples of why we would make changes include but are not limited to:
- a) response to feedback from students.
  - b) staff changes, which can lead to new or amended modules being offered or being withdrawn.
  - c) response to new requirements from external professional or statutory bodies and/or feedback from external examiners.
  - d) amendment to the curriculum to take advantage of the latest research and developments in the discipline.
  - e) amendments to the mode of delivery of your course to take account of governmental or regulatory advice/requirements.
  - f) where access to specialist equipment and/or buildings is not available as a result of events outside of the University's control.
- 6.3 The University may provide a number of optional modules as part of your course. The University cannot guarantee that all optional modules will be available to all students at all times.
- 6.4 Where we have made an offer of admission for an advertised course, we will only suspend or withdraw that course in exceptional circumstances. These could include, for example, the departure of key academic staff or if the numbers of students do not constitute a viable cohort.
- 6.5 If we have to withdraw or suspend a course, we will inform you at the earliest opportunity, directly and through UCAS, and make every effort to provide a suitable alternative. We would first offer you an alternative at the University and if this proves not to be possible we will provide support for you to find an alternative elsewhere.

## 7 Tuition Fees

- 7.1 The University's tuition fees are reviewed and approved annually by the University, and may be subject to an annual increase. Students admitted to a course that is delivered over several years of study may see an increase in the tuition fee from one year to the next. The rate of increase will be published in student fee schedules well in advance of the start of the following academic year.
- 7.2 Tuition fees can be paid in any of the following ways:
- a) Credit/debit card – via your Student View, or by PayPal;
  - b) Instalment payments by direct debit instruction or recurring card payment instruction;
  - c) Bank transfer;
  - d) Government loans (Home/EU undergraduate and postgraduate taught students only);
  - e) Sponsorship.
- 7.3 If we require you to pay a tuition fee deposit during the application process, you will be advised of this at the point an offer is made. Course fees will be indicated as part of your offer of admission, however, any discounts or fee waivers may not show at the point of offer as these may depend on you meeting specific conditions.
- 7.4 International students are required to pay a deposit in order to secure a Confirmation of Acceptance for Studies (“CAS”). This is refundable in accordance with University criteria/policy.
- 7.5 Policies and regulations relating to the payment of tuition fees and tuition fee deposits are set out in our [\*Tuition Fee Regulations and Terms and Conditions\*](#).
- 7.6 All students attending university in the United Kingdom are assessed as either ‘home’ or ‘international’ for the purposes of the tuition fee. In most cases, we can classify a student on the basis of information contained in your application. However, when this is not possible, we will ask you to complete a Fee Assessment Questionnaire, which will give us the information we require to assess your fee status accurately.
- 7.7 Your fee status will be assessed before the start of your studies and will normally apply for the duration of your course. For international students, the circumstances in which fee status may change during your course are described in UK Council for International Student Affairs (UKCISA) [\*guidelines\*](#).
- 7.8 The University reserves the right to re-assess and amend your fee status if we receive information after your initial fee status assessment that was not provided at the time the assessment was made. This may result in a refund due to you if you made an overpayment, or additional fee due to the University if you have made an underpayment.

## **8 Additional Costs**

8.1 Tuition fees cover the cost of teaching provision and facilities. In addition to these fees, you are expected to cover other costs related to your study. These costs include:

a) Recommended Equipment

To support individual study (e.g. laptops).

b) Books

All core texts are held in stock in the University Library. Many books and the majority of journal articles are also available electronically. However, you may be advised to buy core textbooks or other publications.

c) Field Trips and Study Abroad

A large number of our courses include periods of study or work away from campus. These range from day visits, to longer periods of fieldwork in the UK or abroad, to a teaching block or academic year spent overseas.

While the cost of tuition provided during these study periods is covered by your tuition fee, you may need to pay additional expenses, including the cost of travel (in full or in part), your living expenses (e.g. accommodation costs and food), and the cost of any specialist equipment or clothing that you need.

More information, including indicative costs, where possible, will be found on the specific course page.

You can also contact your School or Department for an estimate of these costs.

d) General Living Expenses

Throughout your studies at the University you will need to cover the cost of your general living expenses, such as the cost of your accommodation, food, local travel and so on.

Our Student Advisors based in the Student Finance Centre can offer you advice on planning a budget and managing your money.

## **9 Our Obligations to You**

9.1 The University will use all reasonable skill and care in providing our services to you. We will provide you with access to the necessary equipment and facilities to enable you to undertake your course.

9.2 The University will have in place appropriate regulations and policies, including the Student Regulations, to govern your course and your time as a student of the University, which we will make available to you and operate fairly and reasonably.

9.3 The University has a duty to protect the health and safety of its students and staff. To fulfil this duty, should there be in the future an outbreak of an invasive disease

confirmed by Public Health England, we may ask to take your temperature, for you to undertake relevant screening and/or tests or take other measures as reasonable and appropriate to protect the health and safety of you and others.

## **10 Your Obligations to Us**

- 10.1 You understand that following registration you are a student of the University community and agree as such that you will behave respectfully to other members of our community, this includes other students, staff and stakeholders.
- 10.2 You agree that you will familiarise yourself with and adhere to the Student Regulations and any other regulations and policies that are brought to your attention.
- 10.3 You agree that you will participate reasonably in University procedures, including those contained within the Student Regulations and, if a sanction is made against you, you will comply with it.
- 10.4 You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you. You agree that you will attend and engage with taught sessions and undertake assessments and independent study as applicable, unless otherwise agreed with the University.
- 10.5 You will take care of the health and safety of yourself and others within the University community and cooperate with the University in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the University.
- 10.6 You will use your University email account for all communications with the University. You understand that the University will use your email account to communicate formally with you following registration unless we have agreed otherwise.
- 10.7 You agree that you will keep the contact information you have provided to the University up to date and inform the University promptly of any changes to this. You will also, where applicable, inform the University immediately of any changes to your immigration status.

## **11 Complaints**

- 11.1 The University has in place policies which set out how you may make a complaint against the University.
- 11.2 If you are an applicant to the University, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the [Admissions Policy](#) and the [Applicant Complaint Procedure](#).

- 11.3 Following registration, you may raise a complaint about your course or any other aspect of the University's service in accordance with the [Students Complaints Procedure](#).
- 11.4 If your complaint cannot be resolved using the internal processes described above, it may be possible for you to request an external review of the complaint by the Office of the Independent Adjudicator for Higher Education (OIA), provided that you became a registered student. The OIA's details are found at [www.oiahe.org.uk](http://www.oiahe.org.uk).

## **12 Intellectual Property**

- 12.1 If you have any queries about intellectual property ownership you should refer to the [University's Intellectual Property Policy](#).
- 12.2 Intellectual property created by students does not automatically belong to the University, but all postgraduate students are required as a condition of their registration to agree to assign all intellectual property rights in inventions to the University. The University does not generally seek any ownership of intellectual property rights created by undergraduate students.

## **13 Data Protection**

- 13.1 The University will process your personal data in accordance with all relevant data protection legislation.
- 13.2 Detailed information relating to how the University handles the personal data of applicants, students and alumni can be found within the [University's Data Protection Statements](#).

## **14 Immigration Requirements**

- 14.1 The University has a legal obligation to ensure that all students comply with UK immigration requirements and hold an appropriate visa. It also has specific legal duties to UK Visas and Immigration (UKVI).
- 14.2 You are expected to assist the University in discharging its duties to UKVI by cooperating with all reasonable requests for documentation and information so that the University.

## **15 Limits on the University's Liability to You**

- 15.1 If the University demonstrably fails to comply with its obligations under this Contract it will be liable to you for any material losses which you suffer which are a foreseeable result of the University's breach of the Contract or its failure to use

reasonable skill and care. The University's [Student Protection Plan](#) provides further details for situations where a local resolution of a problem cannot be found.

- 15.2 However, the University will not be liable to you for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the University's breach of Contract or if it was contemplated by you and the University at the time the Contract was entered into.
- 15.3 The University will not be liable to you if the loss or damage you have suffered is attributable to your own fault or that of a third party.
- 15.4 The University does not exclude or limit in any way its liability for:
- a) death or personal injury caused by the negligence of the University or its employees, agents or subcontractors;
  - b) fraud or fraudulent misrepresentation;
  - c) any other act or omission for which liability may not be limited by law.
- 15.5 You will not be liable to the University for any failure or delay in performing your obligations under this Contract which are due to any cause beyond your reasonable control. Similarly, the University will not be liable to you for any failure or delay in performing its obligations to you under this Contract which are due to any cause beyond its reasonable control. Matters outside the University's control include, but are not limited to, staff strikes and other industrial action, staff illness, severe weather, natural disasters, epidemic or pandemic, fire, war, civil disorder or unrest, riot, terrorist attack or the threat of it, Brexit and other actions of or restrictions imposed by government or public authorities.
- 15.6 In the circumstances described in clause 15.5 above, the University will use all reasonable endeavours to minimise any disruption to you and to keep you informed but it reserves the right to cancel, delay or change part of your course and its obligations set out in this Contract.
- 15.7 You should ensure that you have adequate insurance for your personal belongings (including mobile phones, electronic devices, computer equipment, cycles and motor vehicles) before coming to the University. The University is not liable for damage or loss to such personal property.

## **16 Termination of this Contract**

- 16.1 **By you:** You may withdraw from the University and terminate your registration and this Contract at any time:
- a) To withdraw from your course after registration you must give notice, in writing, to your Head of School. Notice of withdrawal will take effect on receipt of the notice by the University.



- b) If you withdraw from your course you may still have to pay some or all of your tuition fees. Please refer to the University's [Tuition Fee Policy and Terms and Conditions](#) for further information on this.

16.2 **By the University:** The University may terminate your registration and this Contract and withdraw you from the University if:

- a) You do not pay your tuition fees.
- b) You have failed to meet the conditions of the offer made to you.
- c) You have provided false, inaccurate, incomplete or misleading information in your application to the University or at any other time.
- d) You do not complete your registration with the University at the beginning of each year of your course.
- e) A decision is made that you may not continue as a student of the University in accordance with the Student Regulations.
- f) You no longer have permission to study in the United Kingdom or, where applicable, you do not meet your obligations under a Tier 4 visa.
- g) You fail to meet the University's progression or award requirements.
- h) You are unable to fulfil any requirement of your course, including obtaining and/or maintaining membership of specified organisations.
- i) Your behaviour represents a serious risk to the health, safety or welfare of you or others.
- j) You materially breach this Contract.

## 17 General

17.1 The University is a higher education corporation, established under statute with its principal office at University House, Winston Churchill Avenue, Portsmouth, Hampshire PO1 2UP, United Kingdom.

17.2 This Contract is personal to you and you may not transfer it or your rights under the Contract to anyone else.

17.3 Aside from you and the University, no one else has any other rights under this Contract.

17.4 Each of the paragraphs of this Contract operates separately. If part of the Contract becomes void, illegal, invalid or otherwise unenforceable, the rest of the Contract will continue in full force and effect.

17.5 In the event of inconsistencies between this Contract and any other information provided to you, the terms of this Contract shall prevail.

17.6 Notices:

- a) Any notice given under this Contract will be in writing.

- b) The University will send any notice to you either to your term-time address/home address and/or by email to your University email address. It is therefore very important that you ensure that the University has your up to date contact details.
  - c) You must send any notices either by post to The University of Portsmouth Higher Education Corporation, University House, Winston Churchill Avenue, Portsmouth, Hampshire PO1 2UP marked for the attention of The University Solicitor. Alternatively, you can email the University's MyPort Information Hub [myport@port.ac.uk](mailto:myport@port.ac.uk)
- 17.7 Failure or delay by you or the University to enforce any breach of this Contract will not constitute a waiver of any part of the Contract and will not prevent you or the University from taking steps to enforce that part of the Contract.
- 17.8 This Contract is governed by the laws of England and Wales and you and the University agree that any legal proceedings regarding the Contract or the services described in them will be brought in the English courts.